

Quantity Purchase Agreement With The State Of Indiana

Vendor BLAKLEY CORP
Remit to: F E GATES COMPANY
8060 E 88TH STREET
INDIANAPOLIS IN 46256

Name and Address of Vendor: BLAKLEY CORP
Cnct: ROBERT SUNSTROM
F E GATES COMPANY
8060 E 88TH STREET
INDIANAPOLIS IN 46256

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|---|-----------------|
| Qty Purchase Agreement QPA Number | Page |
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| Requisition Nbr.: ASA8-8-3 QPA for Carpet | |
| Effective Date: | 08/06/2007 |
| Expiration Date: | 08/05/2008 |
| Agency Number: | |
| Facility: | |
| Vendor Federal ID: | 350182105 |
| Vendor Telephone Nbr: | 317/576-8329-- |
| Name Of Contact Pers: | ROBERT SUNSTROM |
| FAX Number: | 317/558-1087-- |

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement.

Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.

| Line Number | Quantity | UNIT | Article and Description | Unit Price |
|-------------|----------|------|-------------------------|------------|
|-------------|----------|------|-------------------------|------------|

This is an award of a Quantity Purchase Agreement for Carpet and Installation.

QPA can be mutually renewed yearly for three additional years.

The vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration date, but issued prior to the expiration date, and postmarked no later than 14 business days after the QPA's expiration date.

Quantities are estimates and could be more or less.

Vendor must be able to allow Mutiple Delivery on one QPA Release.

The awarded vendor must maintain, at a minimum, the following information and be capable of supplying a report within one week of a request by the State:

1. Quantity and Type of Products, including any options, purchased by any State Agency and/or Political Subdivision, separated by each.
2. Total Dollar value of purchases made, separated by State Agency and/or Political Subdivision.

Vendor can ship 4 to 6 weeks after receipt of order.

| | | | |
|------------------------------------|----------------|---|---------|
| 1 | 999,999,999.00 | 000000000100034105 Carpet, Purchase only, choice of Duchene II EW SQ 24" or Jekyll EW SQ 24" | 22.5000 |
| Minimum order of 5.33 YDK (1 case) | | | |
| 2 | 999,999,999.00 | 000000000100034106 Installation, Carpet, Priced per square yard, include floor prep during regular hours in a dense space | 32.7500 |
| 3 | 999,999,999.00 | 000000000100034107 Installation, Carpet, Priced per square yard, include floor prep during regular hours in a semi -dense space | 31.7500 |
| 4 | 999,999,999.00 | 000000000100034108 Installation, Carpet, Priced per square yard, include floor prep during regular hours in a vacant space | 26.3500 |
| 5 | 999,999,999.00 | 000000000100034109 Installation, Carpet, Priced per square yard, include floor prep during after hours in a dense space | 33.7500 |
| 6 | 999,999,999.00 | 000000000100034110 Installation, Carpet, Priced per square yard, include floor prep during after hours in a semi-dense space | 33.2500 |
| 7 | 999,999,999.00 | 000000000100034111 Installation, Carpet, Priced per square yard, include floor prep during after hours in a vacant space | 27.5000 |

The following UN/CEFACT Unit of Measure Common Codes are used in this document:

| | | |
|--|---|---|
| Signature of Purchasing Officer <i>Becky Taylor</i> | Typed Name | Signature Of Approval Office Of the State Attorney General <i>Thomas S. Scubra</i> For |
| Authorized Signature <i>Miss Susan Rust</i> | Date Signed <i>7/3/07</i> Indiana Department of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3053 | Typed Name FOR STEPHEN CARTER Date Signed <i>7-24-07</i> |

First four line items apply to the Government Center and all outside agencies.

1. **AUTHORIZED DEALER/DIRECT SALES:** The respondent must be either an authorized dealer for the manufacturer(s) of the goods being offered, or must be a direct sales operation. Documentation to this effect shall be required and is to be included in the negotiated QPA bid offer. A letter of certification from the manufacturer will suffice in the absence of an official certification document.
2. Vendor will be required to provide mechanical lifting device to lift/temporarily relocate office equipment, furniture and relocatable/modular partitions. Mechanical lifting devices must be capable, and designed for, working with existing equipment, partitions and furniture. Relocatable/modular partitions shall be lifted perpendicular to floor without bending, scrapping, or twisting of the wall partition panels.
3. The use of crowbars and lever devices to lift partition panels/furniture systems/office equipment is prohibited.
4. All work shall be performed after normal office hours and phased to minimize disruptions to normal activities, unless otherwise approved.

The below comments apply to outside agencies only.**Waste Management during installation**

1. Separate all waste/scrap/cut-off/unused components for inclusion in carpet tile manufacturer's reclamation program; place in program's recommended containers/receptacles at Owner approved locations; ensure timely supply of containers/receptacles. Contractor shall be responsible for all program involved costs, including containers/receptacles and transport.
2. Close and tightly seal adhesive/solvent tubes and containers; store in ventilated, fire-safe area; place used items in receptacles, safe for involved materials, at an Owner approved location.

Cleaning and Protection

- A. Perform the following operations immediately after installing carpet tile:
 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaners and procedures recommended by carpet tile manufacturer.
 2. Remove yarns that protrude from carpet tile surface.
 3. Vacuum carpet tile, using commercial machine with face-beater element, in compliance with CRI 104 and carpet tile manufacturer's recommendation.

Warranty

1. Special Carpet Tile Warranty: Written warranty, signed by carpet tile manufacturer agreeing to replace carpet tile that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.
2. Warranty Period: 10 years from date of Substantial Completion; not pro-rated.

Extra Material

1. Furnish extra material described below that matches each carpet tile product installed; packaged with protective covering for storage, and identified with label.
2. Carpet Tile: Full-size units equal to 1 percent of amount installed for each type indicated, but not less than 3 sq. yd.

Installation Accessory Materials

1. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by carpet tile manufacturer.
2. Adhesives and Sealers: Water-resistant, mildew-resistant, non-odor, non-staining type to suit products and sub-floor conditions, compliant with flammability requirements for installed carpet tile; recommended by carpet tile manufacturer. All adhesives and sealers shall be low VOC content in compliance with CRI-Indoor Air Quality (IAQ Green Label Testing Program). Adhesive may be either factory applied or field applied.
3. Solvents: utilize only non-odor, low Volatile Organic Compounds (VOC, products recommended by the carpet tile manufacturer of the conditions of installation.

Preparation

1. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and carpet tile manufacturer's written installation instructions for preparing substrates to receive carpet tile

installation.

2. All carpet tile shall be exposed in supplier's warehouse for minimum 48 hours to provide dissipation of remaining VOC and odors before delivery to site.
3. Use trowelable leveling and patching compounds, complying with manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
4. Remove coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone. Use methods recommended in writing by carpet tile manufacturer.
5. At substrates with existing adhesives, remove or seal in compliance with carpet tile manufacturer's recommendations for the involved conditions. Utilize only no-odor, low VOC content materials.
6. Broom and vacuum clean substrates to be covered immediately before installing carpet tile. After cleaning, examine substrates for moisture alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

GENERAL INFORMATION

Materials should only be purchased through Facilities Management or with their approval for the Government Complex Center.

It is critical that the carpet be Shaw Tile modular carpet by Shaw in the colors listed to match the campus standard established by Public Works and Facilities Management.

Definitions

Installation – the installers must follow all manufacturers' recommendations for installation. Installation must include installation of base to match the existing base for the area being carpeted. The standard base is VPI 4 inch cove base. Installation must include the demolition and recycling of the existing carpet. The vendor must provide a certificate of destruction for the disposition of the carpet. All purchases of carpet installed or non installed must include delivery. The vendor must make available a Material Safety Data Sheet (MSDS) available during all installations.

Regular business hours – 6:00 AM to 6:00 PM Monday through Friday (non- holiday)
After Regular hours – 6:00 PM to 6:00 AM Monday through Friday + Holiday Week day or Weekend.

Dense Space – space primarily occupied with furniture

Semi-Dense Space – space marginally occupied with furniture

Vacant Space – space not occupied with furniture

Determination of what qualifies as Dense, Semi-Dense or Vacant must be jointly agreed upon by the Facilities Manager and the successful QPA vendor.

Vendor's lead time – the time required by the vendor to install the carpet after the purchase order has been received by the vendor.

On-site visit – The vendor is responsible for an on-site visit to the area being carpeted prior to the issuance of a purchase order and is responsible for exact field measurements of each job.

Material Specifications:

Style name: Duchene II EW24

Style number: 59367

Yarn: eco * solution Q premium branded nylon

Construction: multi-level pattern loop

Protective treatments: SSP. Shaw Soil Protection

Finished pile thickness: 0.112 inches

Gauge: 1/12

Stitches per inch: 10.0

Primary backing: synthetic

Secondary backing: eco*worx

Weight Density: 185,136
Dye Method: Solution dyed
Electrostatic propensity: less than 3.5 KV – permanent conductive filament
Flammability: ASTM E-648 flooring radiant panel class 1. ASTM E-662 NBS smoke chamber less than 450
Warranty: Lifetime commercial limited

Colors:
67335 roof top garden
67150 bare necessities
67585 mineral springs
67500 steeling beauty
67485 harbouring desire

Style name: Jekyll II EW24
Style number: 59366
Yarn: eco * solution Q premium branded nylon
Construction: multi-level pattern loop
Protective treatments: SSP, Shaw Soil Protection
Finished pile thickness: 0.100 inches
Gauge: 1/12
Stitches per inch: 10.0
Primary backing: synthetic
Secondary backing: eco*worx
Weight Density: 174,240
Dye Method: 89% Solution dyed 11% Space dyed
Electrostatic propensity: less than 3.5 KV – permanent conductive filament
Flammability: ASTM E-648 flooring radiant panel class 1. ASTM E-662 NBS smoke chamber less than 450
Warranty: Lifetime commercial limited

Colors:
66335 roof top garden
66150 bare necessities
66585 mineral springs
66500 steeling beauty
66485 harbouring desire